

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO**

SUZANNE R. HEER,

Plaintiff,

vs.

Civil Case No.: 1:12 cv-01059-RB/WDS

COSTCO WHOLESALE CORPORATION;
RUBBERMAID, INC.; TRICAM
INDUSTRIES, INC. *et al.*,

Defendants.

STIPULATED CONFIDENTIALITY AGREEMENT AND ORDER

The discovery sought by the Plaintiff in the above-styled case is likely to involve production of documents and things containing business, competitive, proprietary, trade secret, records or other information of a sensitive nature about the Defendants, hereafter referred to as “Confidential Information,” and witness testimony containing Confidential Information. Accordingly, the parties having agreed to enter into this Stipulated Confidentiality Agreement and Order (“the Order”) to govern the production of documents and testimony that contains Confidential Information, and for good cause shown, the Court hereby ORDERS, and the parties, by their undersigned counsel, STIPULATE, as follows:

1. In response to any discovery requests issued by the parties to defendants Costco Wholesale Corporation, Newell Rubbermaid Inc., and/or Tricam Industries Inc., (hereinafter collectively referred to as “Defendants”) through the course of this litigation, Defendants may be producing documents which contain sensitive and proprietary information which, if generally available, would do damage to Defendants in the marketplace. These documents will be provided to the parties with a stamp across them declaring them confidential.

2. If any party disagrees with the designation of any documents as confidential, after a good faith conference with the party designating such documents as confidential, a party may petition the court to remove the confidential designation.

3. The parties and their undersigned counsel agree that Defendants' documents produced in discovery and marked as confidential shall be treated as confidential, as further described herein.

4. The parties agree that the documents produced as described in paragraph 1, including the contents thereof, shall be used only for purposes of preparing the above-referenced litigation for trial.

5. Further, to the extent that depositions of persons involve a specific discussion of the contents (as opposed to the existence) of such documents, then those portions of the depositions should also be treated as confidential, as further described herein. Further, the parties to this stipulation agree that before the confidential documents are utilized during any depositions, all attorneys and persons (except court reporters) present will be required to sign this stipulation and abide by its terms.

6. Absent other parties signing this stipulation, plaintiff agrees that Defendants' documents, including the contents thereof, shall not be disseminated to anyone other than:

- A. Attorneys for plaintiff in this litigation, and to their partners, associates, secretaries, paralegal assistants, and other employees who may be assisting in the litigation of said lawsuit;
- B. Court officials involved in this lawsuit, including court reporters and persons operating video recording equipment at depositions, as may be required for purposes of attaching exhibits to depositions.

C. Outside consultants and experts (and their employees) retained for the purpose of assisting in the prosecuting and/or defense of this lawsuit.

7. To the extent that Defendants' documents produced in discovery are attached to transcripts of depositions, or to pleadings to be filed with the Court, then the materials will be filed under seal, not to be opened to the public absent specific order from the court.

8. Counsel agree to provide copies of this stipulation to their consultants and experts and assure they abide by the terms of the stipulation in the same manner as counsel. Neither counsel, employees of the law firms involved in this litigation, consultants nor experts shall disseminate the documents to any third person, whether by oral description or by writing, or by any other means, outside the group of persons listed in paragraph 5.

9. At the conclusion of this litigation, counsel agree to assure the return of all documents identified in paragraph 1 to Defendants, or to destroy the documents at the request of Defendants or their counsel.

10. All counsel signing this Stipulation agree to submit to the jurisdiction of the United States District Court of New Mexico for the purposes of enforcing this Stipulation.

11. Nothing in this Stipulation and Order shall preclude reconsideration by the Court of any of the terms of the Order upon written application to the Court, with notice to the other parties, and for good cause shown.

The parties having stipulated and agreed hereto, it is SO ORDERED, this 15th day of January, 2013.



The Honorable W. Daniel Schneider
Magistrate Judge

So stipulated and agreed:

Approval via email 1/14/13

For Plaintiff

Edward M. Anaya
Anaya Law LLC
715 Tijeras Ave. N.W.
Albuquerque, NM 87102-3076
(505) 515-3482
eanaya@anayalaw.com

/s/ Monica R. Garcia

For Defendants

Alfred L. Green
Monica R. Garcia
Butt Thornton & Baehr, PC
P.O. Box 3170
Albuquerque, NM 87190-3170
(505) 884-0777
algreen@btblaw.com
mrgarcia@btblaw.com

Mark E. Parsky
Paul Kaulas, Esq.
McVey & Parsky, LLC
30 N. La Salle Street, Suite 2100
Chicago, IL 60602
(312) 551-3414
pvk@mcveyparsky-law.com
mep@mcveyparsky-law.com